

exist although the purchaser was able to prove that he bought his land in good faith and without any knowledge of such charges. For example, the land might have been seized by a judgment creditor to enforce a judgment debt, or the vendor might be a bankrupt. There might be annuities, or Orders of Court affecting the land or restrictive covenants not disclosed by the deeds. These things would not appear on the abstract of title, yet they might result in the purchaser being dispossessed of his land or even if he remained in possession, being saddled with liabilities which he had never anticipated and which, had he been aware of them, would have persuaded him not to buy.

The object, therefore, of the Land Charges Act, 1925, is to protect purchasers by compelling the registration of these incumbrances and enacts that unless these charges are in fact registered they should be void against any purchaser. The purchaser could thus, by searching the land charges register, ascertain before completion what incumbrances not appearing in the abstract of title the land was subject to.

The Land Charges Act, 1925, prescribes the registration of various charges and liabilities affecting land, including contracts for sale, *puisne* mortgages and restrictive covenants. It was

intended
by the Act that the whole field of
encumbrances
on land not already revealed in the
abstract of
title or disclosed by inspection of the
property or
enquiry of the occupier must be
registered.

There are two or three exceptions to
the general
principle laid down in the previous
paragraph,
viz.—

(a) In the case of a land charge to
secure money